

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

Vol. I, Pg. 1-122

MARLENE JOHANSON,
Plaintiff/Counterclaim Defendant,

-vs-

UNITED STATES OF AMERICA,
Defendant/Counterclaim Plaintiff,

-vs-

NATIONAL CITY MORTGAGE CO.,
and TIMOTHY BURKE,
Counterclaim Defendants



The **DEPOSITION OF MARLENE E. JOHANSEN**, taken on behalf of the Defendant/Counterclaim Plaintiff, pursuant to the Massachusetts Rules of Civil Procedure before Mary K. Corcoran, a Professional Shorthand Reporter and Notary Public in and for the Commonwealth of Massachusetts, at the offices of TIMOTHY J. BURKE & ASSOCIATES, 400 Washington Street, Suite 303, Braintree, MA, on Friday, May 6, 2005, commencing at 10:02 a.m.

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A P P E A R A N C E S

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1 agreement on that, and I was not in agreement on the
2 -- oh, on the, where does it say there's -- I think
3 it --

4 Q. If there's something that strikes in your
5 mind, I might be able to help you.

6 A. Let me just grab a pair of glasses. I
7 have contacts, but I have trouble with fluorescent
8 light on white paper, so.

9 Q. And I have trouble with contacts, so I
10 understand.

11 A. So, every now and then things go wavy on
12 me.

13 MR. TURANCHIK: Off the record while
14 we review?

15 MR. BURKE: Yes.

16 (Short break taken.)

17 Q. Mrs. Johansen, before we had taken a
18 break, we were taking a look at Exhibit Number 3,
19 and the last two pages are the agreement that was
20 entered into between you and your husband or between
21 your Counsel and his Counsel on your behalf. You
22 had said you had two --

23 A. Well, there were a couple of things.

24 Q. A couple of concerns, have you had an

1 opportunity to review the agreement?

2 A. Yes.

3 Q. And what were those concerns that you had?

4 A. The first one was the four hundred
5 dollars, and the other one was me having to give up,
6 what does it say here. Hold on a second.

7 Q. Which paragraph number?

8 A. Oh, 5.

9 Q. And what was your problem with
10 Paragraph 5?

11 A. That I had to waive all claims to that. I
12 did not feel that was accurate. I did not want to
13 agree to that. And the other thing that I had
14 brought up, and I don't see it written in here, was
15 health insurance, because I had wanted some
16 different wording in the paragraph of the old
17 reworded, and it was not put in here.

18 Q. Just to clarify, by the old you mean the
19 Judgment of Divorce Nisi?

20 A. Right, Exhibit 2.

21 Q. What was your issue with the four hundred
22 dollars?

23 A. I had wanted it to go back to the original
24 515, and that's what, before we went to court, I had

1 said what I wanted, and that plus I didn't want to
2 give up the pension, and I wanted my insurance
3 situation straightened out.

4 Q. And why did you eventually agree to those
5 terms you didn't like?

6 A. We went back and forth, back and forth.
7 We were there all day, and my attorney said this is
8 the best you're going to get. You have to sign it,
9 and I'm still balking, I don't want to sign it.

10 And actually, I was leaving to go visit my
11 daughter who lives in Arizona. He said, hey, we can
12 come back tomorrow. He knew -- they all knew I was
13 leaving the next day to go to Arizona. I felt I was
14 pressured, and I did not want to sign it. I felt
15 pressured.

16 Q. Do you feel like you signed it under
17 duress?

18 MR. BURKE: Objection.

19 A. I don't know if it's a hundred percent
20 duress, but it was like take what you have. It's
21 better than nothing.

22 Q. Wasn't that the same deal that your first
23 lawyer offered to you?

24 A. Yeah, it's better than nothing, but it's